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1 making a blanket statement about what
2 they provide and what they don't provide.

3 Q. Fair enough. They may or
4 may not have, and you would have to look
5 at the agreement?

6 A. Right.

7 MR. IFFT: I don't have
8 anything further.

9 - - -

10 EXAMINATION

11 - - -

12 BY MS. DeCRISTOFARO:

13 Q. Good afternoon, Mr. Hughes,
14 my name is Elizabeth DeCristofaro. I
15 represent a group of insurance companies
16 Continental Insurance Company,
17 Continental Casualty, generally referred
18 to as the CNA Insurance Companies.

19 And you are familiar that
20 the CNA Insurance Companies issued
21 insurance policies to Grace?

22 A. Yes.

23 Q. I am trying to do this
24 without having to take you through a

1 form.

2 MS. HARDING: Object the
3 form.

4 THE WITNESS: No, I am not
5 aware of any agreement.

6 MS. DeCRISTOFARO: Then I
7 have no further questions.

8 MS. HARDING: We are done in
9 the room. Elisa, do you want to
10 go?

11 - - -

12 EXAMINATION

13 - - -

14 BY MS. ALCABES:

15 Q. Hi. This is Elisa Alcabes
16 from Simpson, Thacher & Bartlett, Mr.
17 Hughes. I am counsel for Travelers
18 Casualty and Surety Company previously
19 known AETNA.

20 A. Yes.

21 Q. You mentioned before that
22 you had involvement in the reimbursement
23 agreement pre-petition; is that correct?

24 A. Yes.

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1 number of names and policies.

2 You are aware that some of
3 the policies issued by the CNA Companies
4 to Grace were high level excess policies;
5 is that correct?

6 A. Yes.

7 Q. And there has been no
8 settlement or other agreements affecting
9 those high level high level excess
10 policies; is that correct?

11 MS. HARDING: Object to
12 form.

13 Go ahead.

14 THE WITNESS: That's my
15 understanding, yes.

16 BY MS. DeCRISTOFARO:

17 Q. So to follow up on the
18 questions you were asked previously, you
19 are not aware of any agreement in which
20 the companies that issued those high
21 level excess policies waived or
22 surrendered any rights under those
23 policies?

24 MR. LIESEMER: Object to

1 Q. And I believe you said that
2 you were in part responsible for insuring
3 that Grace undertook its obligations
4 under the reimbursement agreement?

5 A. Yes. And I was involved in
6 disputes that arose concerning those
7 obligation.

8 Q. With respect to allocation,
9 I believe you just mentioned that there
10 was a model that Grace used; is that
11 correct?

12 MS. HARDING: Object to
13 form. It misstates the testimony
14 but go ahead.

15 THE WITNESS: Yes.

16 BY MS. ALCABES:

17 Q. Can you just explain a
18 little bit more how Grace allocated or
19 performed allocation that was necessary
20 under the reimbursement agreement?

21 A. I can tell you who did it, I
22 can tell you that it was done, but I
23 can't give you specifics and the details
24 of how that was done.

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1 MS. HARDING: Same
 2 objection.
 3 BY MR. LEWIS:
 4 Q. Did the policy purport to
 5 extinguish BNSF's indemnification rights
 6 under the Royal policies?
 7 MR. SCHIAVONI: Objection to
 8 form.
 9 MR. LEWIS: I misspoke.
 10 BY MR. LEWIS:
 11 Q. Did the settlement with
 12 Royal Indemnity purport to extinguish
 13 BNSF's indemnification rights under
 14 policies issued by Royal Indemnity?
 15 MR. SCHIAVONI: Objection to
 16 form.
 17 MS. HARDING: Same
 18 objection.
 19 THE WITNESS: Again, the
 20 indemnification rights of BNSF is
 21 what I don't understand. Of the
 22 agreement, Royal had
 23 indemnification rights against
 24 Grace for claims made by third

1 agreement you had with Royal Indemnity?
 2 MS. HARDING: Objection to
 3 form.
 4 MR. SCHIAVONI: Objection.
 5 No foundation, it's an incomplete
 6 hypothetical, and it
 7 mischaracterizes prior testimony.
 8 He didn't say there was such prior
 9 policy. He said that he had heard
 10 an allegation or read some letter.
 11 He said he never saw such
 12 policies.
 13 MR. LEWIS: Sorry. He just
 14 said he did see --
 15 MR. SCHIAVONI: You misled
 16 him. You frankly misled him.
 17 MR. LEWIS: I didn't mislead
 18 him.
 19 MS. DeCRISTOFARO: Yes,
 20 because you mischaracterized his
 21 testimony.
 22 MR. SCHIAVONI: That's what
 23 we objected to. He never saw such
 24 a policy. Ask him right now.

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1 parties that met the definition of
 2 arising out of the insurance
 3 policies in question. So I am not
 4 sure I understand your question.
 5 BY MR. LEWIS:
 6 Q. Well, you testified earlier, BNSF
 7 you corrected the record and went back
 8 after a break, and said that there were
 9 policies that protected BNSF, independent
 10 policies.
 11 Do you recall that
 12 testimony?
 13 A. Yes.
 14 Q. Were some of those policies
 15 with Royal Indemnity?
 16 MS. HARDING: Object to form
 17 and foundation.
 18 THE WITNESS: Yes.
 19 BY MR. LEWIS:
 20 Q. All right. If they were
 21 independent policies that provided
 22 indemnification coverage under the policy
 23 to BNSF, how could BNSF's rights be
 24 extinguished under the settlement

1 MR. LEWIS: He testified
 2 after a break that Grace purchased
 3 independent policies that provided
 4 coverage to BNSF.
 5 BY MR. LEWIS: Arrowwood
 6 Q. That was your testimony, Obj: LPK
 7 correct?
 8 A. I don't think that's what I
 9 testified to. I think that prior to the
 10 break, I had testified that there were
 11 two -- it is my understanding there were
 12 two allegations by BNSF of possible
 13 insurance coverage related to the loading
 14 facility at Libby, Montana in the
 15 railroads, the right-of-way, and that I
 16 had testified beforehand that I had heard
 17 and was aware of documents and letters
 18 concerning the existence of support for
 19 the allegation that they had been named
 20 as an additional insured under the Grace
 21 comprehensive general liability policies.
 22 And I think I corrected that
 23 and said that the letters and the
 24 information I was talking about indicated

CNA
Obj:
R;
BE;
H

PP
Ctr

PP
Obj:
BE;
F;
S

BNSF

Arrowood
obj: LPK

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1 that there were policies that Grace had
2 purchased and that -- for BNSF rather
3 than being named as additional insured
4 under the Grace policies.

5 Q. That's my understanding of
6 your testimony, sir. So Grace purchased
7 policies that covered BNSF, correct?

8 MR. SCHIAVONI: Objection.
9 That's not what he testified to.

10 THE WITNESS: I haven't seen
11 the policies. I said I was shown
12 correspondence, and the
13 correspondence I was referring to
14 that I had seen before indicated
15 that there were policies of that
16 kind. But I hadn't seen the
17 policies. I hadn't seen the
18 policies.

19 BY MR. LEWIS:

20 Q. You had been identified as
21 Grace's 30(b)(6) designated witness on
22 the subject of these insurance policies.

23 Is it your testimony now --

24 A. Well, I testified --

PP
obj: F.
S CNA
obj: R.
BE: H.
PP
Chr

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1 that he doesn't know. He hasn't
2 seen such a policy.

3 It's utterly improper for
4 you to ask him in the context
5 where you haven't served a
6 30(b)(6) notice on the topic to
7 give you corporate designee top
8 testimony on the topic.

9 MR. LEWIS: Are you
10 finished?

11 MR. SCHIAVONI: No. Are you
12 finished, sir, because you are
13 questioning the witness about
14 something outside of the notice
15 and after 5:00.

16 MR. LEWIS: These are the
17 insurance areas that were
18 designated for this witness, if
19 you want to complete the record:
20 Number one, Grace's insurance
21 policies whether owned by Grace or
22 purchased from another entity,
23 coverage issues and settlement
24 with insurers.

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1 Q. Let me finish my question.

2 A. Let me finish.

3 Q. No. I had the floor. I
4 would like to finish my question. Okay?

5 A. Go ahead.

6 Q. I am not being
7 disrespectful.

8 A. No. I understand.

9 Q. I lost my train of thought
10 now. I am getting old.

11 MR. LEWIS: Read back my
12 question, please.

13 MR. SCHIAVONI: By the way,
14 that not within the scope of your
15 30(b)(6) notice. You have
16 questions about Maryland Casualty.
17 You have no such questions about
18 Royal.

19 So you are not seeking or --
20 you didn't seek when you noticed
21 this corporate designee testimony.
22 You can only be questioning this
23 witness as a fact witness on these
24 issues, and he's already told you

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1 MR. SCHIAVONI: This is
2 Zonolite, my friend. This is not
3 Grace.

4 MR. LEWIS: Grace is the
5 successor to Zonolite.

6 MR. SCHIAVONI: Was that on
7 your notice?

8 MS. HARDING: All right.
9 It's very late, and I am going to
10 suggest -- I suggest the witness
11 can answer questions that the
12 witness knows about and can't what
13 the witness doesn't know about.
14 And we have identified Mr. Posner
15 has somebody who is very
16 knowledgeable about Grace's
17 insurance, and he's already
18 deposed for an entire day on some
19 of these issues. And everybody
20 had a chance to ask him any
21 question they wanted to ask.

22 Just ask this witness
23 questions. If he knows the
24 answer, he knows the answer. If

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1 Q. Who signed the great, can
2 you tell?
3 A. For who?
4 Q. Zonolite.
5 A. There is no signature on
6 this copy I have in front of me.
7 Q. All right. So you can't
8 testify that this contract was ever
9 entered into by Zonolite with BNSF or
10 Great Northern?
11 A. Well, it's not signed by
12 either party.
13 Q. Okay.
14 A. This particular copy.
15 Q. Do you agree that -- well, I
16 will ask it this way: Did Grace agree to
17 indemnify the railroad with respect to
18 liability relating to the loading
19 facility at Libby?
20 MS. HARDING: Object to form
21 and foundation.
22 THE WITNESS: Assuming the
23 agreement was entered into?
24 BY MR. LEWIS:

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1 Q. Well, I am asking -- no, I
2 am asking you what you know about that.
3 From your own knowledge, did
4 Zonolite or Grace, or and Grace, agree to
5 indemnify the railroad contractually for
6 liability relating to that citing in
7 Libby?
8 MS. HARDING: I will object
9 on foundation to the extent you
10 know.
11 MR. LEWIS: If he doesn't
12 know, he can say he doesn't know.
13 THE WITNESS: I don't know.
14 I would have to see a document,
15 this document and certainly
16 correspondence which would imply
17 that. But I don't see anything
18 directly evidencing that kind of
19 agreement between Grace, Zonolite,
20 and the railroad.
21 BY MR. LEWIS:
22 Q. Did Zonolite agree to
23 purchase insurance at any time to
24 provide -- to provide coverage for BNSF,

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1 if you know?
2 MR. SCHIAVONI: Objection to
3 form, no foundation.
4 THE WITNESS: Again, there
5 are documents that would indicate
6 that that was the case, but I
7 haven't seen any of the policies.
8 BY MR. LEWIS:
9 Q. Does Grace have copies of
10 the insurance policies?
11 MS. HARDING: I will object
12 to the form.
13 THE WITNESS: Grace has
14 copies of insurance policies.
15 BY MR. LEWIS:
16 Q. We have requested those, and
17 Grace has not provided those to us.
18 Where are those policies kept?
19 MS. HARDING: Objection to
20 form. I think you asked him does
21 Grace have copies of insurance
22 policies, and he said yes, we have
23 copies of insurance policies.
24 Secondly, we have no

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1 document request for those
2 insurance policies.
3 MR. LEWIS: We requested
4 that you provide us copies of --
5 MS. HARDING: I don't know
6 if we have them, but I don't think
7 we have a document request
8 outstanding for any policies.
9 MS. BAER: There is a
10 document request for insurance
11 policies related to Arrowwood,
12 CNA, and Maryland Casualty. The
13 insurance policies have been
14 loaded into the confidential
15 database only very recently
16 because only very recently did
17 Judge Fitzgerald enter the order
18 on the confidentiality permitting
19 us to do so.
20 But those have been put into
21 a confidential database. A letter
22 went out I believe about a week
23 ago, informing everybody and
24 telling them how to get into the

116 (Pages 458 to 461)

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1 indemnification to Royal, and we have the
2 correspondence that is present before us
3 to show the handling of those claims,
4 correct?

5 A. Right.

6 Q. And what I am asking you to
7 assume is that, let's say, the same
8 hypothetical exactly that we used in the
9 State of Montana situation. A Libby
10 claimant brings a suit against BNSF, it
11 goes to verdict and judgment, and you get
12 a \$500,000 judgment. Okay.

13 And let's say the railroad
14 then proceeds against Royal Indemnity or
15 any other insurer and succeeds in
16 obtaining coverage. Is there a potential
17 claim for indemnity by that insurer
18 against the Grace bankruptcy?

19 MS. HARDING: Object to
20 form, improper hypothetical, and
21 it mischaracterizes -- it's not
22 the same hypothetical you do with
23 the State of Montana.

24 But go ahead.

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1 MR. LIESEMER: Object to the
2 form of the question.

3 MR. SCHIAVONI: I will
4 object. It has no foundation. It
5 calls for a legal conclusion.
6 It's an obvious and complete
7 hypothetical because is the claim
8 based on, say, a train falling
9 over in Big Sky or does it have to
10 be in Montana? What's the nature
11 of the claim that arises? It's an
12 utterly improper, incomprehensible
13 hypothetical that calls for a
14 legal conclusion from a lawyer,
15 that by answering will waive his
16 attorney-client communications.

17 BY MR. LEWIS:

18 Q. Did you understand the
19 question, sir?

20 A. Yes, but I also think that
21 it can't be answered unless I understand
22 the basis for the indemnification claim
23 and the policies involved.

24 Q. Let me ask you this: Are

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1 any of the claims against the railroad
2 based on a products liability theory of
3 recovery?

4 MS. HARDING: Object to
5 form, foundation.

6 BY MR. LEWIS:

7 Q. In Libby, if you know.

8 MR. SCHIAVONI: Outside the
9 scope of the 30(b)(6) notice, so I
10 take it this is -- now you are
11 asking a lay opinion of a fact
12 witness. This is not corporate
13 designee testimony. Is it,
14 counsel for Grace? Is the witness
15 answering as corporate designee?

16 MR. LEWIS: It's within the
17 scope. It's a very simple
18 question.

19 BY MR. LEWIS:

20 Q. Do you understand the
21 question?

22 MS. HARDING: I stated my
23 objection. Why don't you read the
24 question again so the witness

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1 can -- unless you want to restate
2 it. I can't even remember what it
3 was at this point.

4 BY MR. LEWIS:

5 Q. All right. I am asking
6 whether you know the Libby claims brought
7 against the railroad involve any claims
8 for product liability?

9 MS. HARDING: Whatever the
10 Libby claims are against the
11 railroad, if there are claims
12 against them, they speak for
13 themselves, whatever the complaint
14 says. What this witness thinks
15 about them or says about them is
16 irrelevant.

17 But to the extent you know
18 what they say, go ahead and
19 answer.

20 THE WITNESS: Well, the
21 claims brought against the
22 railroad wouldn't be products
23 liability climbs because the
24 unexpanded concentrate that was

Answer

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1 being loaded wasn't a product, I
2 guess, that was manufactured and
3 sold or a products liability
4 responsibility for BNSF. But it
5 could be a products claim with
6 respect to Grace, same kinds of
7 exposures.

8 BY MR. LEWIS:

9 Q. If the concentrate were
10 deemed a finish product?

11 A. And if the concentrate --
12 and the claims weren't employees, weren't
13 employed by W.R. Grace.

14 Q. All right. There is one
15 other area I want to get into.

16 You were asked about
17 Exhibit-1. You were asked if you --
18 would you get that in of front of you?

19 A. The monthly report, yes.

20 Q. Was that a document that was
21 originated by Grace personnel?

22 A. Yes.

23 Q. Was it prepared in the usual
24 and ordinary course of business of W.R.

1 wasn't prepared under his
2 supervision. He could just draw
3 speculation only it.

4 THE WITNESS: To the extent
5 I used the document and relied on
6 the document in my work as an
7 attorney involved in the asbestos
8 personal injury litigation for
9 Grace, I found that the dollar
10 amounts and the overall claims
11 amounts with respect to personal
12 injury were generally accurate.

13 Some of the other
14 information concerning the
15 categorization of the claims, both
16 in terms of filing and settling
17 amounts, I wouldn't have as the
18 same level of confidence on their
19 accuracy.

20 BY MR. LEWIS:

21 Q. Okay. Do you recall being
22 asked if there were claims in Libby
23 relating to exposures at the lumber mill?

24 A. There was a reference in an

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1 Grace?

2 A. Yes.

3 Q. Was it a document that's
4 regularly maintained by Grace?

5 A. Yes.

6 Q. And as to the numbers, the
7 dollar numbers in that communication, you
8 agree that you have no reason to question
9 them and the best available evidence; is
10 that correct?

11 MS. HARDING: I will object
12 to form. There was a lot of
13 testimony on this issue.

14 MR. LEWIS: There was.

15 MR. LIESEMER: I join in the
16 objection.

17 MS. HARDING: I think it's
18 asked and answered repeatedly
19 previously.

20 MR. LEWIS: You may answer
21 the question.

22 MR. SCHIAVONI: No, he can't
23 because there is no foundation.
24 He didn't prepare it, and it

1 objection, I think, to exposures at the
2 lumber mill.

3 Q. Have you ever been to the
4 lumber mill?

5 A. No.

6 Q. Did you know that for years
7 W.R. Grace stored asbestos-contaminated
8 vermiculite at the Libby lumber mill?

9 MS. HARDING: Objection.

10 MR. SCHIAVONI: Now are you
11 testifying?

12 MS. HARDING: Object to
13 form.

14 MR. LEWIS: I think he knows
15 it to be true.

16 MR. SCHIAVONI: What about
17 the pipes in the lumber mill? Do
18 you want to ask him about that?

19 MS. BAER: Counsel, back you
20 off here. If he doesn't know, he
21 can deny it.

22 MR. SCHIAVONI: Counsel, you
23 are making a representation of
24 fact.

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1 I think that's a question
2 that's overly broad, and I think
3 it really -- it's specific to an
4 insurance company and to law firms
5 and to jurisdictions.

6 But, again, we worked with
7 insurance companies in settling
8 and resolving these claims and
9 resolving their coverage over the
10 course of the 15, 20 years I was
11 involved in it.

12 BY MR. LEWIS:

13 Q. Did any insurer that had
14 coverage for Grace, any insurer, object
15 to the manner in which you were
16 conducting the defense of the claims for
17 asbestos-related disease against Grace?

18 MR. SCHIAVONI: Object to
19 form.

20 THE WITNESS: None that I
21 recall.

22 MR. LEWIS: That's all I
23 have.

24 MR. BROWN: Let's mark

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1 Hughes Exhibit-12.

2 BY MR. BROWN:

3 Q. Can you go to Schedule 1 of
4 that document?

5 A. Yes.

6 Q. And specifically, page 18, I
7 direct your attention down toward the
8 bottom of the document, you will see
9 Unigard Security.

10 Do you see that?

11 A. Yes.

12 Q. And do you see in the policy
13 number column that there are two policies
14 listed?

15 A. Yes.

16 Q. Okay. There is one 1-0589
17 and 1-2517. Do you see those?

18 A. Yes.

19 Q. Now, could you go to what's
20 been marked as Exhibit-15, which is
21 Exhibit 5 to the Exhibit Book, and turn
22 to page 9.

23 If you see at the bottom of
24 that there is a reference there to two

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1 Hughes-15.

2 (Hughes-15 marked for
3 identification at this time.)

4 MS. HARDING: Just to save
5 time, again, Exhibit 5 to the Plan
6 was topic upon which Mr. Finke was
7 designated to testify and I think
8 did. But to the extent that the
9 witness can answer the questions
10 related to it, go ahead.

11 MR. BROWN: It's an
12 insurance-related question.

13 MS. HARDING: I understand.

14 - - -

15 EXAMINATION

16 - - -

17 BY MR. BROWN:

18 Q. Mr. Hughes, can you look at
19 what's been marked Exhibit-6, Schedule 1,
20 we talked about that earlier? I think
21 that's 5 there in front of you.

22 A. Yes.

23 Q. If you look at Exhibit 6.

24 MS. HARDING: Which is

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1 settlement agreements for Unigard
2 Security Insurance Company? Do you see
3 those?

4 A. Yes.

5 Q. And it says "now known as
6 Seaton"?

7 A. Yes.

8 Q. Okay. Do you understand
9 those two settlement agreements to
10 pertain to the two policies that are on
11 the first exhibit that I had you look at?

12 MS. HARDING: Object on
13 foundation, to the extent that you
14 know. And --

15 BY MR. BROWN:

16 Q. You can look at the policy
17 numbers.

18 A. Yeah, they have the same
19 policy numbers.

20 Q. Okay. Now, would you look
21 at Schedule 2 to Exhibit 6? Do you see
22 that there are two settlement agreements
23 listed there for Unigard Security
24 Insurance Company?

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1 A. Yes.
2 Q. Do you understand those two
3 settlement agreements to relate to the
4 references of the prior document?

5 MS. HARDING: Object on
6 foundation. Mr. Finke testified
7 that he prepared these schedules.

8 But to the extent that you
9 know, go ahead.

10 THE WITNESS: I mean, they
11 have the same policy numbers --
12 excuse me. They don't have policy
13 numbers on Schedule 2, but they
14 have the same dates in the
15 agreement.

16 BY MR. BROWN:

17 Q. It's your understanding it's
18 the same agreement, correct?

19 MS. HARDING: Object on
20 foundation.

21 THE WITNESS: Yes.

22 BY MR. BROWN:

23 Q. Okay. Are you aware of any
24 other agreements between Grace and

1 through 9 were prepared?

2 A. No.

3 MS. HARDING: Is it fair to
4 say?

5 THE WITNESS: I am sorry.

6 BY MR. SCHIAVONI:

7 Q. Let me ask again. That was
8 a mistake right that you just said?

9 A. Yes, it was.

10 Q. Is it fair to say that you
11 have no personal knowledge concerning the
12 circumstances under which Exhibits 6
13 through 9 were prepared?

14 A. I have no personal knowledge
15 of the circumstances through which
16 Exhibits 6 through 9 were prepared.

17 Q. All right. Those are
18 exhibits at this deposition, 6 through 9,
19 right?

20 A. Yes.

21 Q. And I am sorry to ask you
22 this, I apologize, but how old were you
23 in 1963?

24 MR. LEWIS: I object.

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1 Unigard, or its successor, Seaton,
2 regarding Unigard policy number 1-0589 or
3 1-2517 relating to asbestos-related
4 coverage other than the two that are
5 listed there?

6 A. Settlements, did you say?

7 Q. Yes.

8 A. No, I am not.

9 Q. Are you aware of any other
10 agreements between Grace and Unigard, or
11 Seaton, regarding claims handling under
12 any coverage that is alleged to exist
13 under policy number 1-0589 or 1-2517?

14 A. No, I am not.

15 MR. BROWN: Thank you.

16 MR. SCHIAVONI: Just four or
17 five things, sir.

18 - - -

19 EXAMINATION

20 - - -

21 BY MR. SCHIAVONI:

22 Q. Is it fair to say that you
23 have no personal knowledge concerning the
24 circumstances under which Exhibits 6

1 That's an impertinent question.

2 THE WITNESS: I was 6 years
3 old.

4 MR. SCHIAVONI: It
5 demonstrates how silly your
6 questions were, sir.

7 BY MR. SCHIAVONI:

8 Q. How old were you in 1963?

9 A. I was 6.

10 Q. Is it fair to say you didn't
11 work at Grace in the '50s and '60s,
12 right?

13 A. No, I didn't.

14 Q. And you never worked at the
15 Zonolite Company; is that right?

16 A. No, I didn't.

17 Q. Is it fair to say that you,
18 Mr. Hughes, have no personal knowledge as
19 to whether or not any policies were
20 actually issued to BNSF in the '50s or
21 '60s, do you, because you weren't around
22 then?

23 A. No, I don't.

24 MR. SCHIAVONI: Thank you.

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1 sir.

2 MS. HARDING: All right.

3 (The deposition concluded at

4 6:42 p.m.)

1 INSTRUCTIONS TO WITNESS

2
3 Please read your deposition over
4 carefully and make any necessary
5 corrections. You should state the reason
6 in the appropriate space on the errata
7 sheet for any corrections that are made.

8 After doing so, please sign the
9 errata sheet and date it.

10 You are signing same subject to the
11 changes you have noted on the errata
12 sheet, which will be attached to your
13 deposition.

14 It is imperative that you return
15 the original errata sheet to the deposing
16 attorney within thirty (30) days of
17 receipt of the deposition transcript by
18 you. If you fail to do so, the
19 deposition transcript may be deemed to be
20 accurate and may be used in court.

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1 CERTIFICATE

2
3
4 I HEREBY CERTIFY that the witness
5 was duly sworn by me and that the
6 deposition is a true record of the
7 testimony given by the witness.

13 Lori A. Zabielski

14 Registered Professional Reporter

15 Dated: JUNE 15, 2009

16
17
18
19
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2 E R R A T A3 - - - - -
4 PAGE LINE CHANGE